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ABSTRACT

The collective bargaining agreement between Bloomfield College and the Bloomfield College Chapter of AAUP covering the period July 1, 1985-June 30, 1987 is presented. Items covered in the agreement include: contract management, no strike/lockout, nondiscrimination, chapter rights, dues checkoff, academic freedom, faculty status and criteria for faculty evaluation, terms of appointment (probationary period and nonreappointment), dismissal for cause, grievance procedure, arbitration, sabbatical and study leaves, other leaves of absence, salary and salary adjustments, long-term disability insurance, major medical insurance, life insurance, travel and accident insurance, unemployment/disability insurance, hospitalization, dental insurance, tuition waiver, professional meetings, working conditions, personnel files, workload, retrenchment and financial exigency, instructional divisions, part-time faculty, and retirement. (SW)

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Agreement

between

BLOOMFIELD COLLEGE

and

THE BLOOMFIELD COLLEGE CHAPTER

of the

AMERICAN ASSOCIATION OF

UNIVERSITY PROFESSORS

and

BLOOMFIELD COLLEGE

FACULTY PERSONNEL PROCEDURES

July 1, 1985 – June 30, 1987

IR 010 938

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ARTICLE 1 - CONTRACT MANAGEMENT

1.1 Agreement

This Agreement is made and entered into as of July 1, 1985, by and between Bloomfield College, Bloomfield, New Jersey (hereinafter called the College), and the Bloomfield College Chapter of the American Association of University Professors (hereinafter called the Chapter).

1.2 Purpose

The purpose of this Agreement is to promote the welfare of Bloomfield College and further its educational aims by setting forth the terms and conditions of employment and providing a vehicle for a harmonious relationship between the College and the Chapter in the mutual interest of both parties.

1.3 Recognition

The College hereby recognizes the Chapter as the exclusive bargaining agent for the members of the bargaining unit under the "Certificate of Representative" issued by the National Labor Relations Board on August 8, 1973, in Case No. 22-RC-5751. The bargaining unit consists of: (1) All full-time faculty members, (2) part-time faculty members (lecturers) who are currently teaching and have taught two full regular (non-summer) semesters within the past two years, and (3) professional librarians who hold faculty rank. The unit excludes assistant and associate deans, the head librarian, clerical employees, other administrative employees, and supervisors as defined in the Act.

1.4 Duration of Agreement

This Agreement shall be in effect for the period from July 1, 1985 through June 30, 1987. The parties agree to jointly enter into discussions relevant to renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

1.5 Controlling Clause

The parties agree that the terms of this Agreement shall be binding on the parties and that in the event of a conflict between this Agreement and the By-Laws of the College (also known as the By-Laws of the Corporation) or any other rule, regulation or policy of the College, the provisions of this Agreement shall prevail.

1.6 Past Practice

All existing personnel policies, practices, benefits, and working conditions of the College or any portion thereof, written

or unwritten, applicable to members of the bargaining unit shall be continued in effect unless in conflict with this Agreement as now existing or as amended by subsequent agreement between the parties. In the event of such conflict, the Agreement shall prevail.

1.7 Management Rights

The Chapter recognizes the management rights and responsibilities of the Board of Trustees and its duly authorized representatives to govern the affairs of the College as set forth in the Charter of the College, the Constitution and Laws of the State of New Jersey, and the By-Laws of the College, except insofar as those By-Laws are expressly modified by the terms and conditions of this Agreement.

1.8 No Strike, No Lockout

The Chapter agrees that there shall be no strike or stoppage of work by unit members, and the College agrees that there shall be no lockout of any unit member, so long as this Agreement is in effect.

1.9 Nondiscrimination

The College and the Chapter agree that they will not discriminate in employment policies or practices on the basis of race, creed, color, national origin, age, sex, handicap, marital status, or union activity. The parties further recognize their obligations to society to affirmatively pursue equal employment policies.

1.10 Definition

In this Agreement the term "faculty" and "faculty member(s)" shall include professional librarians with faculty rank, unless the context or specific reference clearly imports either teaching faculty or professional librarians in their separate capacities.

1.11 Gender and Number

Unless otherwise provided in this Agreement, the masculine pronoun shall import both sexes, and the singular number shall import the plural and vice versa, as applicable.

1.12 Conformity to Law

If any provision of this Agreement is found contrary to law by the courts, it is invalid, while all other valid provisions remain in full force and effect. The parties agree to meet and renegotiate the invalid provisions as soon as possible.

1.13 Distribution of Agreement

The cost of printing and distributing this Agreement shall be shared equally by the College and the Chapter, and one copy of the Agreement shall be provided, at no cost, to each member of the bargaining unit.

ARTICLE 2 - CHAPTER RIGHTS

2.1 Chapter Security

The College and the Chapter recognize that this is an agency shop agreement and agree that each unit member who is not a member of the Chapter shall, nevertheless, be required to contribute to the Chapter as representation costs an amount equivalent to such local dues as are from time to time authorized and levied from members of the Chapter. The parties further recognize that the failure of any member of the bargaining unit to pay dues or representation costs to the Chapter shall be deemed just and reasonable cause for the termination of such individual's employment, except in the case of any individual exempted in accordance with the law or under Section 2.2 below.

2.2 Exemption

The parties to this Agreement recognize the right of the Chapter to exempt a member of the bargaining unit from the payment of dues and/or representation costs for reasons of conscientious objection on the basis of criteria and procedures established by the Chapter.

2.3 Enforcement

In the event of noncompliance with Section 2.1 above, the following procedures shall apply:

a. The Chapter shall first notify the member of the bargaining unit of non-compliance by certified mail, return receipt requested. Said notice shall state the fact of noncompliance and shall advise the individual that failure to comply within a thirty-day grace period will result in termination of employment.

b. If the individual does not comply within the allotted time, the Chapter shall notify the individual and the College that it is requesting termination of employment. On receipt of such request, the College shall send a letter to the noncomplying member of the bargaining unit, terminating his or her employment. In the case of a full-time member, termination shall be effective at the end of the

current academic year; for a part-time member, at the end of the current semester.

2.4 Liability

The Chapter will indemnify and hold harmless the College from any and all claims and liabilities which may arise as a result of the termination of an individual's employment by the College under the foregoing provisions or exemption or non-exemption of any individual under Section 2.2 above.

2.5 Dues Check-Off

When authorized in writing by a member of the bargaining unit, the College shall make payroll deductions for Chapter dues and/or representation costs. The aggregate deductions from all unit members shall be remitted to the Treasurer of the Chapter within fifteen days from the end of the month the deductions were made, together with an itemized statement containing the names of the members and the amount of each deduction.

2.6 Mutual Discussions

A monthly meeting shall be held between the President of the College and the President of the Chapter, plus one or two other officers of the College and of the Chapter at the discretion of the respective Presidents, to discuss current matters of mutual concern and resolve any difficulties, if possible, before they become major problems.

2.7 College Facilities

Chapter representatives shall be permitted to transact official business on College property at all reasonable times, provided this does not interfere with normal College operations; to use College duplicating, computing, office, audiovisual, and other equipment, facilities and materials, in accordance with College policies and procedures, paying no more than the minimum charged other campus groups for such use; to post bulletins and notices relevant to Chapter business, and to use the College's mail distribution service for official communications to Chapter members only.

2.8 Information

Upon request and within a reasonable time thereafter, such information, records, statistics and financial data, related to the bargaining unit's functions, as are in the College's possession and are required by law for negotiations and/or implementation of this Agreement shall be made available to Chapter representatives.

2.9 Board Meetings

Chapter representatives shall be placed on the agenda for any meeting of the Board of Trustees, provided that a written request in sufficient detail to provide the Board with adequate notice of the issues to be addressed is filed with the Chairperson of the Board at least fourteen days before the meeting. The Chapter may distribute to Board members such communications as are pertinent to relations between the Board and the bargaining unit.

ARTICLE 3 - ACADEMIC FREEDOM

3.1 Principles

The College and the Chapter accept the principles of academic freedom as defined in the 1940 Statement of Principles on Academic Freedom and Tenure formulated by the Association of American Colleges and the American Association of University Professors.

3.2 Teaching

Faculty members shall enjoy full academic freedom in the content of teaching, the selection of textbooks, the method of instruction, and the conduct of the classroom.

3.3 Dissent

Faculty members shall be free to dissent on matters of educational philosophy and institutional policy.

3.4 Rights and Freedom of Students

The College and the Chapter accept the 1967 Joint Statement on Rights and Freedoms of Students formulated by the American Association of University Professors, the Association of American Colleges, and the National Student Association.

3.5 Professional Ethics

The Chapter recognizes that membership in the academic profession carries with it special responsibilites as defined in the 1966 Statement on Professional Ethics formulated by the American Association of University Professors.

ARTICLE 4 - FACULTY STATUS

4.1 Procedure

Decisions regarding faculty status shall be made in accordance with the Faculty Personnel Procedure and this Agreement.

4.2 Evaluation Criteria

Recommendations concerning faculty status shall be based upon an overall judgment of the faculty member's value and total contribution to Bloomfield College. As a minimum, a favorable recommendation shall be based upon a satisfactory evaluation in each of the following areas:

a. Effectiveness in teaching (and/or library service) and in student advising;

b. Academic preparation, including graduate work and/or degrees earned in the field of specialization;

c. Professional attitude and continued professional growth as evidenced by such activities as course development, research, publication, membership in professional associations, and attendance at professional meetings;

d. Service to Bloomfield College as evidenced by participation in the work of the Faculty and its instructional divisions, including committee work, and/or participation in community activities which bring credit to the College.

Length of service to Bloomfield College and to the profession shall also be considered. In the case of decisions on promotion, the above criteria shall be applied on a basis consistent with the rank under consideration.

4.3 Application of Criteria

The evaluation criteria enumerated in Section 4.2 above shall be applied in the following manner. For reappointment beyond the second year and/or promotion from instructor to assistant professor, the faculty member must achieve a satisfactory rating in teaching, academic preparation, and at least one additional area of evaluation. For tenure and/or promotion to the rank of associate professor or professor, the faculty member must achieve a satisfactory rating in all four areas of evaluation.

4.4 Rank

Full-time teaching faculty and professional librarians at Bloomfield College shall be ranked as instructor, assistant professor, associate professor, or professor; part-time faculty shall be ranked as lecturer.

4.5 Minimal Standards

The following professional qualifications shall be considered minimal for new appointments and for promotion in rank:

a. An instructor shall have a master's degree or the equivalent. A faculty member shall not be continued in the rank of instructor for more than five years from the date of initial appointment; an instructor who is not promoted by the end of the fifth year of service shall be given notice that appointment for the following year is a terminal appointment;

b. An assistant professor shall have completed all requirements for the doctorate except the dissertation or shall have an appropriate terminal degree in the discipline. For a faculty member appointed in the rank of instructor, promotion to assistant professor shall not be considered until the individual has spent three years in the rank of instructor at Bloomfield College or has achieved ABD status;

c. An associate professor shall have an earned doctorate or an appropriate terminal degree in the discipline, and shall have had at least six years of full-time teaching experience at the college level. For a faculty member appointed at a lower rank, promotion to associate professor shall not be considered until the individual has spent four years in the rank of assistant professor;

d. A professor shall have an earned doctorate and shall have had at least ten years of full-time teaching at the college level. For a faculty member appointed at a lower rank, promotion to professor shall not be considered until the individual has spent five years in the rank of associate professor.

4.6 Exceptions

Exceptions to the minimal standards above shall be made in the case of accounting and library faculty. A Master of Business Administration degree plus the C.P.A. or C.M.A. shall be accepted in lieu of the doctorate for accounting faculty for purposes of reappointment and promotion up to and including the rank of associate professor. A Master of Library Science degree plus a master's degree in an academic discipline shall be accepted in lieu of the doctorate for library faculty for purposes of reappointment and promotion up to and including the rank of associate professor.

4.7 Other Exceptions

Other exceptions to the minimal standards stated in 4.5 may be made on the basis of the needs of the institution, the requirements of the discipline, and the special qualifications of the faculty member.

ARTICLE 5 - TERMS OF APPOINTMENT

5.1 Kinds of Appointment

With the exception of part-time appointments, special appointments clearly limited to a brief association with the institution, and reappointments of retired faculty members on special conditions, full-time apppointments to the rank of instructor or higher are of two kinds: (1) probationary appointments or (2) appointments with continuous tenure.

5.2 Document

The basic terms and conditions of every initial appointment to the faculty shall be stated or confirmed in writing and a copy shall be supplied to the faculty member at the time of appointment. All appointments shall be subject to the terms of this Agreement and the Faculty Personnel Procedure. Copies of this Agreement, of the Faculty Personnel Procedure, and of the By-Laws and Standing Rules of the Faculty shall be supplied to every new faculty member prior to initial appointment. Any special additional requirements affecting the faculty member's potential reappointment, promotion and/or tenure shall be stated in writing at the time of appointment, and such requirements shall not conflict with the terms of this Agreement.

Any subsequent extensions of an appointment and any notices incumbent upon either party to provide shall be stated or confirmed in writing and a copy shall be given to the faculty member. Substantive standards and procedures generally employed in decisions affecting reappointment, promotion and tenure shall not be changed without the agreement of the parties.

5.3 Initial Appointment

All initial faculty appointments shall be probationary and shall be for terms of one or two years. Faculty members shall then be eligible for reappointment for additional terms of one to three years each. Faculty members shall be advised of the time when decisions on reappointment are to be made and shall be given the opportunity to submit material which they believe will be helpful to an adequate consideration of their circumstances.

5.4 Probationary Period

The total period of full-time service prior to the grant of continuous tenure shall not exceed seven years, except that the first three years of service in the rank of instructor shall not be counted. Study leaves commencing after July 1, 1984 shall be counted as service time for completion of the probationary period. Study leaves taken prior to July 1, 1984 shall not be counted as service time for the completion of the probationary period. When a faculty member in the probationary period takes a leave of absence as defined in Section 10.1, which exceeds one-half a semes-

ter in length, the period of full-time service prior to the grant of tenure and the date for the tenure decision shall be extended one year.

5.5 Previous Service

A maximum of three years of previous service with the rank of assistant professor or above in other institutions of higher learning may be counted toward the probationary period at Bloomfield College, even if the total length of full-time service thereby exceeds seven years. If credit for previous service is granted, this shall be stated in writing at the time of the initial appointment.

5.6 Nonreappointment

Regardless of the stated term or other provisions of any appointment, written notice that a probationary appointment is or is not to be renewed shall be given to the faculty member in advance of the expiration of the appointment, as follows:

a. Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination;

b. Not later than December 15 of the second academic year of service if the appointment expires at the end of that year; or, if the appointment terminates during an academic year, at least six months in advance of its termination;

c. At least twelve months before the expiration of an appointment after two or more years of service at the institution.

By mutual consent of the parties to this Agreement, the above dates can be modified.

5.7 Resignation

A faculty member who intends to resign at the end of the academic year shall notify the administration of that intention as early as circumstances permit.

ARTICLE 6 - DISMISSAL FOR CAUSE

6.1 Termination

Termination of an appointment with continuous tenure, or of a special or probationary appointment before the end of the specified term, may be effected only for adequate cause (or except as

provided for in Article 15 of this Agreement). Such a termination is hereinafter referred to as a dismissal.

6.2 Adequate Cause

Adequate cause for dismissal must be related, directly and substantially, to the fitness of the faculty member in his professional performance and capacity. Dismissal shall not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

6.3 Charges

Dismissal of a faculty member with continuous tenure, or with a probationary appointment before the end of the specified term, shall be preceded by: (1) discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement; and, if these discussions prove inconclusive, (2) a written statement of charges, framed with reasonable particularity by the President. Upon receipt of the formal charges, the affected faculty member shall be afforded the opportunity to respond orally or in writing and to engage in further discussions with the administration looking toward a mutual settlement, which may include a sanction less than termination.

6.4 Notification

If the foregoing procedures fail to produce a resolution, the President may notify the affected faculty member of his or her dismissal, which notification shall be accompanied by a written statement of reasons for dismissal. Within thirty (30) days after receipt of the foregoing notification, the affected faculty member may either resign, accept dismissal, seek review through the Faculty Personnel Procedure, or file for arbitration pursuant to Article 8 of this Agreement. Failure to file a request for review through the Faculty Personnel Procedure or for arbitration within the thirty (30) day period bars any appeal.

6.5 Suspension

Pending a final decision through arbitration or the Faculty Personnel Procedure review process, the faculty member shall be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to himself or others is threatened by his continuance. Before suspending a faculty member, pending an ultimate determination of his status through arbitration or the Faculty Personnel Procedure review process, the administration shall consult with the Chapter concerning the propriety, the length, and the other conditions of the suspension. A suspension which is intended to be final is a dismissal and shall be treated as such. Salary shall continue during the period of suspension.

6.6 Appeal

A faculty member may appeal a dismissal for cause either through the arbitration process provided in this Agreement or through the procedure provided in the Faculty Personnel Procedure, but not through both. Once the faculty member selects the appeal procedure of his choice, the choice is irrevocable, and he may not thereafter pursue the appeal through the other procedure.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Definitions

A "grievance" is a complaint or allegation by a member or group of members of the bargaining unit that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or of any existing rule, regulation, practice or procedure followed at the College, relating to wages, hours, or terms and conditions of employment. Normally the grievant shall discuss the matter orally and informally at the lowest administration level having authority to dispose of the matter prior to commencing formal processing of the grievance.

All time limits are stated in calendar days and may be extended by mutual consent.

7.2 Filing of Grievance

Within thirty (30) days from the occurrence giving rise to the grievance, or knowledge thereof, either the matter must be satisfactorily disposed of or a written grievance must be filed. For purposes of determining thirty (30) days, the period from December 15 to January 15 and the period from Commencement to the first day of classes of the Fall Semester shall not be included.

7.3 Procedure

Step One. If the matter has not been resolved informally, the grievant or the Chapter acting on behalf of the grievant shall, within the thirty (30) days provided in Section 7.2, present a written statement of the facts of the case, violation claimed, and remedy sought to the Dean of the College. The Dean shall provide a copy of the grievance to the President and, if the appeal has been filed by an individual, to the Chapter. The Dean shall respond to the grievance in writing within fourteen days of its submission providing a copy of his response to the grievant and to the Chapter.

Step Two. If the grievance has not been resolved in Step One, the grievant or the Chapter acting on behalf of the grievant, within fourteen days of the receipt of the Dean's Step One response (or, if the Dean fails to respond, fourteen

days from the last day provided for such response under Step One), may submit to the President a written statement setting forth the facts of the grievance, the violation claimed and remedy sought. The President shall provide a copy of the grievance to the Chapter, if the grievance has been filed by an individual.

Step Three. The President shall respond to the grievance in writing within fourteen days of his receipt of the grievance providing a copy of his response to the grievant and the Chapter. No grievance shall be settled on terms which are inconsistent with this Agreement, without the consent of the Chapter and the College.

ARTICLE 8 - ARBITRATION

8.1 Individual Appeal

If a grievance is not resolved through procedures provided elsewhere in this Agreement, the grievant may request that the Chapter submit the grievance to arbitration. The Chapter shall have the final decision, in its sole discretion, on whether the grievance shall be submitted to arbitration, except in the case of a dismissal for cause pursuant to Article 6. A demand for arbitration under this Section shall be filed within thirty days of receipt of the President's response in 7.3 or, in the case of a dismissal for cause only, within twenty (20) days of receipt of the President's notification pursuant to 6.4.

8.2 Chapter Grievance

If the Chapter itself determines that there has been a grievance, the Chapter shall first seek resolution of the problem with the President of the College. Failing satisfactory resolution of the problem, the Chapter may submit the grievance directly to arbitration within sixty (60) days of the occurrence giving rise to the grievance or knowledge thereof, except that an additional thirty (30) days shall be provided on matters arising between June 1 and August 1.

8.3 College Grievance

If the College alleges that the Chapter has violated any provision of this Agreement, the College shall first seek resolution of the problem with the Chapter. Failing satisfactory resolution of the problem, the College may submit the alleged violation directly to arbitration within sixty (60) days of the occurrence giving rise to the grievance, or knowledge thereof, except that an additional thirty (30) days shall be provided on matters arising between June 1 and August 1.

8.4 Arbitration Procedure

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from, or otherwise modify this Agreement.

The arbitration hearings shall be conducted at a location within ten (10) miles of the Bloomfield College campus mutually agreeable to the parties. If the parties are unable to agree on the location, the arbitrator shall determine the location of the hearings in accordance with this paragraph.

8.5 Faculty Status Appeals

On all faculty status decisions, i.e., reappointment, promotion, and tenure, and on decisions involving study or sabbatical leaves, the arbitrator shall only be empowered to overturn the President's decision if that decision is shown to be arbitrary or capricious, i.e. the decision is clearly contrary to the evidence.

8.6 Dismissal for Cause

A faculty member who has been dismissed for cause pursuant to Article 6 of this Agreement may, within thirty (30) days of notification in accordance with Section 6.4, either file a request for arbitration hereunder or request review through the Faculty Personnel Procedure. Failure to request arbitration within thirty (30) days of notification or the prior selection of the review process under the Faculty Personnel Procedure bars arbitration.

8.7 Cost of Arbitration

The arbitrator's fees and expenses shall be borne equally by the College and the Chapter.

ARTICLE 9 - SABBATICAL AND STUDY LEAVES

9.1 Purpose

The College and the Chapter recognize the importance of a program of sabbatical and study leaves of absence for the purpose of encouraging the professional development of faculty members and librarians and enhancing their effectiveness as teachers and scholars.

9.2 Sabbatical Leave

Full-time faculty members and professional librarians shall be eligible for a sabbatical leave of absence after the completion of six years of full-time service at Bloomfield College. When this service requirement has been met and a proposal consistent

with the purpose set forth in Section 9.1 has been approved, such leave may be denied only on the grounds of seniority rights of other faculty members or specific need in the applicant's discipline.

9.3 Study Leave

Full-time faculty members and professional librarians who have completed at least three years of full-time service at Bloomfield College may request a study leave of absence for the purpose of formal graduate study and/or scholarly research leading to publication. After each study leave, at least three years must elapse before the individual is eligible for another study leave.

9.4 Application

On or about December 1 each year the Dean of the College shall notify the faculty that applications for sabbatical or study leave during the subsequent academic year must be filed in the office of the Dean no later than February 1. Applications shall indicate the scholarly purpose of the leave, the activities to be undertaken, and the results expected. The Dean of the College shall forward all applications to the Tenure Committee by February 15, indicating staffing and other considerations which he/she deems relevant to the Committee's deliberations.

9.5 Salary

A faculty member on sabbatical or study leave shall receive full salary for one semester or one-half salary for two semesters. The faculty member shall also receive full fringe benefits, including retirement benefits based on salary received, and shall be entitled to any general salary increase and other rights or benefits accruing to the total faculty.

9.6 Accountability

The faculty member shall submit an accountability report to the Dean of the College within three months after the completion of a sabbatical or study leave. A faculty member who accepts such leave is obligated to remain in the employ of the College for a minimum of one academic year following the completion of that leave; the faculty member who resigns prior to the completion of that year is obligated to repay the College for the salary received while on leave.

9.7 Budget

The College shall budget a minimum of one sabbatical and one study leave of absence for each academic year through the year following the expiration of this Agreement. One additional sabbatical leave and one additional study leave shall be made available each year, provided at least one of the four leaves is for both semesters of the year. If there are insufficient valid requests

to warrant the grant of the second leave in either category, a third leave of absence may be granted in the other category.

ARTICLE 10 - OTHER LEAVES OF ABSENCE

10.1 Leaves of Absence

Full-time faculty may be granted leaves of absence for health, personal or professional reasons. The leave shall be unpaid except as hereinafter provided.

10.2 Requests

Requests for leaves of absence, including the reasons therefor, must be made in writing to the Dean of the College as far in advance as practical, but in no event later than four weeks before the commencement of the leave, except when the leave is for a medical or emergency reason, in which case notice should be given as soon as the disability is known or the emergency (including medical emergency) permits. Leaves, other than emergency leaves, must be approved in writing by the College prior to the commencement of the leave.

10.3 Benefits

During the term of a leave of absence granted under this Article, the faculty member will not receive benefits except health and life insurance, for which a faculty member receiving pay shall continue to make contributory payments, if any, and a faculty member not receiving pay shall make full payment. Seniority shall not accrue during leaves of one semester or longer, unless otherwise agreed.

10.4 Medical Leave

A full-time faculty member who will be absent for medical reasons for a period exceeding two weeks in a semester must apply for medical leave of absence. Applications for medical leave must be accompanied by a physician's statement indicating the medical reason for the leave, the prognosis, and the expected date of return to work.

A faculty member on medical leave shall receive full pay and fringe benefits for a period of no more than four calendar months during any twelve-month period. The College reserves the right to request periodic medical reports from the faculty member on leave and to have the individual examined by a physician mutually acceptable to the College and Chapter at the College's expense.

10.5 Extensions

The faculty member may request extensions of a leave of absence for additional periods of one semester each. A request

for an extension must be made directly to the Dean of the College prior to the expiration of the initial period of the leave. The College may grant or deny an extension of a leave in its sole discretion.

10.6 Reasons

A faculty member shall be subject to disciplinary proceedings that may include dismissal for falsifying the reason given to the College for a leave of absence.

10.7 Return

The College cannot guarantee that a position will be available upon return from a leave of absence that extends beyond two consecutive full semesters. If there is no position available at the expiration of such leave of absence, the person will be placed in the next available position for which he or she qualifies. In the case of a faculty member on medical leave, the College reserves the right to have the individual examined at the College's expense by a physician mutually acceptable to the College and the Chapter in order to determine whether the faculty member is ready to resume his/her duties.

ARTICLE 11 - SALARIES

11.1 Payment

Salaries for full-time faculty shall be paid twice each month on the 15th and last day of the month (or the last business day prior thereto) over a twelve-month period beginning on July 1st for the following year. However, during the first year of employment full-time faculty shall be paid over a ten-month period beginning on September 1st.

11.2 Salary Adjustment

All full-time members of the bargaining unit who are continuing in service at Bloomfield College shall receive salary adjustments in the base salary in accordance with the following scale:

	July 1, 1985	July 1, 1986
Professor	$1,200	$1,300
Associate Professor	$1,000	$1,100
Assistant Professor	$ 800	$ 900
Instructor	$ 700	$ 750

11.3 Experience Adjustment

All full-time faculty members of the bargaining unit who are continuing in employment from the 1984-85 to 1985-86 academic years shall receive an experience increment of $300 in base salary

effective July 1, 1985. Those full-time faculty members who continue in employment from the 1985-1986 to 1986-1987 academic years shall receive an experience increment of $300 in base salary effective July 1, 1986.

11.4 Minimum Base Salaries

The minimum base salaries for full-time members of the bargaining unit shall be fixed as follows:

	July 1, 1985	July 1, 1986
Professor	$28,100	$29,400
Associate Professor	$24,200	$25,300
Assistant Professor	$20,400	$21,300
Instructor	$17,800	$18,550

Where adjustments are necessary to meet these minimums, they shall be made after application of the salary adjustments specified in Sections 11.2 and 11.3 above.

11.5 Overload and Summer Session Pay

Full-time faculty who are members of the bargaining unit and who teach on an overload basis or in the summer sessions shall be paid in accordance with the rate schedule set forth in Section 17.4 of this Agreement. Payment for summer sessions shall be made no later than fifteen days after the end of the session.

11.6 Independent Studies

A full-time member of the bargaining unit shall receive a stipend of $160 for each independent study student supervised in excess of two during each semester of the academic year.

11.7 Resignation

Rather than paying full-time faculty members on an academic year basis, the College pays salaries on a twelve month basis from July 1 to the following June 30. Therefore, if an individual resigns before the fulfillment of his or her contract obligation, it may be necessary to make additional salary payments or to collect overpayments. In such cases, the amount of salary earned by the individual will be determined by a fraction, the numerator of which is the number of calendar days of the academic year (normally September 1 through the following May 31) from the beginning of the academic year to the date of resignation and the denominator of which is the number of calendar days in the academic year (normally September 1 through the following May 31), multiplied by the individual's annual salary. Payment for money due either party shall be made at the effective date of the resignation.

ARTICLE 12 - FRINGE BENEFITS

12.1 Retirement Plan

The College shall participate in the retirement plan of the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF). The College shall pay into the plan an amount equal to ten percent of the base salary of all eligible faculty members. Faculty members may also elect to contribute an additional portion of salary for deposit in the TIAA/CREF Retirement Fund or in a TIAA/CREF Supplemental Retirement Annuity in accordance with the rules established by TIAA/CREF for such contributions, such additional contributions to be tax-deferred to the extent permitted by law.

12.2 Long-Term Disability Insurance

The College shall pay the full cost of Group Total Disability Insurance which provides monthly income and annuity waivers up to age 65 for all full-time faculty with at least one year of service, benefits commencing after six consecutive months of total disability.

12.3 Major Medical Insurance

The College shall pay the full cost of TIAA group major medical insurance with a maximum of $1,000,000 coverage for all full-time members of the bargaining unit and their eligible dependents. This insurance shall carry a cash deductible not to exceed $200 for faculty members who are covered by a base plan providing both hospital and surgical benefits, $400 for those who are covered by a base plan providing either surgical or hospital benefits only, and $800 for those who do not have base plan coverage. A coinsurance rate of 80% group and 20% employee shall apply to the first $10,000, with a stop-loss clause on any expenditure over $10,000.

The College reserves the right to change carriers, coverages, and deductibles, provided that the changed insurance is at least equal to the present insurance.

12.4 Life Insurance

The College shall offer to full-time members of the bargaining unit an opportunity to participate in a group life insurance program underwritten by TIAA. The cost of this insurance shall be shared by the individual and the College with the individual's share not to exceed two-thirds of the total cost.

12.5 Travel and Accident Insurance

The College shall provide insurance covering any accident affecting faculty members when they are on an official trip or business for the College. Maximum benefits shall not exceed

$50,000 for accidental death and $2,500 for medical treatment resulting from any one accident.

12.6 Unemployment/Disability Insurance

The College shall provide all faculty members with unemployment and temporary disability benefits in accordance with the requirements of the State of New Jersey.

12.7 Hospitalization

The College shall make available to each full-time faculty member coverage under a Blue Cross/Blue Shield Group Contract in accordance with past practice, with seventy-five percent (75%) of the cost of such coverage for full-time faculty members and their dependents being paid for by the College. The College reserves the right to change carriers, coverages, and deductibles, provided that the changed insurance is at least equal to the present insurance.

12.8 Dental Insurance

The College shall make available to each full-time faculty member coverage under the Bloomfield College Group Dental Plan. The College shall pay the full cost of coverage for the full-time faculty member and all but $6.00 per month for dependent coverage.

12.9 Tuition Waiver

Dependents of full-time faculty may enroll tuition-free as students in the College for a program of study not to exceed eight semesters of full-time study (32 course units). This rule shall also apply to the families of full-time faculty who have died or are disabled after completing ten years of service at the College and to the families of those who have retired after completing fifteen years of service at the College.

12.10 Professional Meetings

The College shall reimburse full-time faculty for costs incurred in travel to and attendance at meetings of recognized professional societies, subject to budget constraints.

ARTICLE 13 - WORKING CONDITIONS

13.1 Personnel Files

Faculty personnel files shall be located in the office of the Dean of the College, and no other personnel files shall be maintained by the College. No material shall be placed in the personnel files unless that material is dated and identified by source. Faculty members shall have the right, as often as the faculty member desires, to review and copy material in the personnel file.

except confidential pre-employment references, and to place in that file such written additions or responses to the material therein as the faculty member shall deem necessary. At the time of appointment, confidential pre-employment letters of recommendation shall be placed in a sealed envelope in the personnel file; such letters shall not be used in subsequent personnel decisions.

13.2 Offices

Each faculty member shall be assigned to an office suitably equipped with desk, bookcase, file cabinet, and chairs. No more than two full-time faculty members shall be assigned to the same office, absent unusual circumstances.

13.3 Secretarial Assistance

Two full-time secretaries shall be made available to the faculty for the period of this Agreement.

13.4 Play Group

The College Play Group shall be available without cost to faculty members with children of pre-school age when both spouses are working or there is no spouse. This article shall not preclude the College from discontinuing the Play Group facility if it deems it is necessary to do so in its sole discretion.

13.5 Travel Expenses

When faculty members are required to travel on official business, including attendance at local meetings, the College shall reimburse them for all necessary expenses. Travel by private automobile shall be reimbursed at the rate in effect at the time for non-bargaining unit employees, plus tolls and parking charges.

ARTICLE 14 - WORKLOAD

14.1 Academic Year

The contractual obligation of full-time teaching faculty is for the academic year and is limited to the period between September 1st and Commencement or May 31st, whichever date is later. Service rendered during the summer months shall be on a special or voluntary basis.

14.2 Teaching Load

The normal load for full-time teaching faculty is three full courses each semester with one January Term instructional project every two years. In the determination of course load, one clock hour of science recitation, laboratory or clinical instruction shall be considered equivalent to one-sixth course. A faculty

member may be required to teach science recitation, laboratory or clinical overload not to exceed two-sixths course per semester. Such faculty member shall be compensated for such overload at the rate schedule specified in Section 17.4 below.

14.3 Librarians

The contractual obligation of full-time professional librarians shall consist of two hundred work days of seven hours per day scheduled by agreement of the Head Librarian. By mutual agreement between the individual and the College, librarians may contract to work one or two extra periods of three weeks each at a pay rate equal to the highest course stipend paid for summer session instruction.

14.4 Other Duties

Full-time faculty members are also expected to participate in the work of the Faculty and its committees, to advise students majoring in the discipline, and to perform such other duties as are normal and customary in institutions of higher education.

14.5 Part-Time Faculty

No more than the current (1984-85) number and/or proportion of day course sections shall be assigned to part-time faculty and no part-time faculty member (lecturer) may teach more than two course sections during a given semester. These restrictions do not apply to part-time faculty employed to replace full-time faculty on leaves of absence.

14.6 Syllabus

One copy of the syllabus for each course shall be submitted to the Division Coordinator no later than the end of the third week of classes.

ARTICLE 15 - RETRENCHMENT

15.1 Definition

Retrenchment means a necessary reduction in full-time faculty because of financial exigency or lack of work.

15.2 Financial Exigency

Financial exigency exists when the trend of the financial position of the College demonstrates that a fiscal crisis is imminent and that failure to retrench would seriously jeopardize the continued existence of the College. Financial exigency must be demonstrably bona fide, with the burden of proof on the College.

15.3 Circumstances

In an attempt to clarify the meaning of the term "financial exigency" as used in this Article, the parties agree that the following set of circumstances, in any combination, may be indicative of that condition:

a. When total liabilities exceed total assets;

b. When current liabilities exceed current assets and the College is unable to secure additional funding;

c. When the College is unable to meet its financial obligations on long-term liabilities or covenants required of those obligations;

d. When there has been substantial drop in day enrollment for each of two consecutive years;

e. When the College has operated at a deficit of $100,000 or more for three or more consecutive fiscal years (a deficit exists when total incurred expenses exceed total actual revenues);

f. When the College has operated at a deficit of $250,000 or more during the previous fiscal year.

15.4 Lack of Work

Lack of work may exist as a result of the discontinuance of an academic program or a continuing pattern of low course enrollment which makes it demonstrably necessary to reduce the number of faculty in a particular discipline. Lack of work must be bona fide, with the burden of proof on the College.

15.5 Report

In a meeting with the President of the College, the Chapter shall be given accurate financial information, enrollment statistics and other evidence to support the claim of financial exigency or lack of work. The Chapter shall then prepare a written report with specific recommendations and shall submit that report and recommendations to the President of the College.

15.6 President

The President shall review the report and, if he disagrees with the recommendations, shall reply to the Chapter setting forth his reasons for disagreement. The Chapter and President shall then meet together in an attempt to resolve the differences in their respective positions. The Chapter, upon its request, shall be placed on the agenda of the next meeting of the Board of Trustees to present its report and recommendations or a revised version thereof.

15.7 Procedure

Retrenchment in the case of financial exigency shall be within the College as a whole; however, exceptional circumstances may require that an individual be passed over for retrenchment in order to maintain the academic integrity of the College. Retrenchment for lack of work shall be within the discipline.

In either case, part-time faculty shall be phased out before full-time faculty, unless there remains less than a full-time teaching load. Thereafter, non-tenured faculty shall be phased out before tenured, in inverse order of seniority. If two or more individuals have the same seniority, the decision as to who shall be retrenched shall be made by the Dean of the College on the basis of criteria established in Section 4.2 of this Agreement.

If retrenchment is for reasons of financial exigency, vacancies occuring due to normal attrition shall not be filled nor shall new positions be established except in exceptional circumstances as required to maintain the academic integrity of the College.

15.8 Relocation

Before issuing notice of termination due to financial exigency or lack of work, the College shall make every effort to relocate the affected faculty member in another suitable position within the institution. If relocation will be facilitated by a reasonable period of retraining, the College shall offer financial and other support for such retraining whenever it is financially feasible to do so. If none of the foregoing conditions can be satisfied, the faculty member's appointment may be terminated.

15.9 Notification

Faculty members who are retrenched shall normally be notified of termination in accordance with the notification dates specified in Section 5.6 of this Agreement. In that rare instance in which late notification is necessary, the College shall continue to pay the full salary and benefits of the retrenched faculty member beyond June 30 as follows:

a. During the first year of service, four months from date of notification;

b. During the second year of service, six months from date of notification;

c. During the third year of service and beyond, twelve months from date of notification.

A tenured member who has been retrenched on the basis of lack of work shall be entitled to one year's pay in addition to the

one-year notice specified above. Should the faculty member retire, the individual shall not be entitled to any pay subsequent to the date of retirement. Should the faculty member obtain other employment during the year following the notice year, the College's obligation shall be limited to the loss in pay, if any, suffered by the individual from obtaining new employment. The College and the faculty member may agree that the faculty member will continue to work at the College during the year after notification.

15.10 Appeal

A faculty member who is retrenched shall have the right to invoke grievance and arbitration procedures in Articles 7 and 8 of this Agreement.

15.11 Reemployment Rights

Retrenched faculty members, if tenured, shall be entitled to reemployment rights for three years from the date of termination, provided that there is an opening in the College for which the faculty member has the necessary qualifications. Non-tenured faculty members who have completed two-to-four semesters at the College shall have such rights for one year; five semesters or more, for two years.

ARTICLE 16 - INSTRUCTIONAL DIVISIONS

16.1 Assignment

Each faculty member shall be assigned to one or more of the several instructional divisions.

16.2 Division Coordinators

The division coordinator shall be a full-time faculty member who shall be nominated by the division, recommended by the associate deans and the Dean of the College, and appointed by the President. The division coordinator shall serve for a term of one year and be eligible for reappointment. The full-time faculty who have appointments and/or teach in each discipline shall also elect a discipline coordinator.

16.3 Duties

The division coordinator shall, among other things, coordinate the work of the faculty in the division, including the development of academic programs, the scheduling of courses, academic advising, the screening of candidates for faculty positions, and the peer evaluation of faculty. The division coordinator shall make recommendations on these matters to the appropriate associate dean(s).

16.4 Teaching Load, Compensation

A division coordinator shall teach a full workload and receive compensation equal to one course stipend plus the full service increment per semester. In lieu of the above, the College may assign at least a one course reduction each semester. If the work of the division requires a further reduction in teaching load, such reduction shall be determined by agreement between the division coordinator and the Dean of the College, subject to the concurrence of the Chapter.

ARTICLE 17 - PART-TIME FACULTY

17.1 Eligibility

Part-time faculty (lecturers) who are members of the bargaining unit shall be eligible for reappointment in accordance with the Faculty Personnel Procedure.

17.2 Seniority

Courses scheduled for part-time faculty shall be offered on a seniority basis within the discipline and/or field of academic specialization to those members of the bargaining unit who are qualified to teach the courses offered and who are eligible for reappointment under Section 17.1 above. Seniority gained under this Section will not be lost if part-time employment is not available during the summer.

17.3 Full-Time Positions

Part-time faculty who are members of the bargaining unit shall be notified of the availability of full-time positions within their respective disciplines and shall be encouraged to apply for such positions. In evaluating their applications, full consideration shall be given to their prior service to the College.

17.4 Part-Time Salaries

Part-time faculty who are members of the bargaining unit shall stipulate the smallest number of students (eight or fewer) they are willing to teach in each course and/or laboratory section at the time they sign the contract offered by the President. Part-time faculty shall be paid according to the following schedule which is based upon the number of students enrolled at the end of the first week of class:

Effective September 1, 1985

NUMBER OF STUDENTS	BASE SALARY PER COURSE SECTION	SALARY PER WEEKLY HOUR OF LAB OR RECITATION
1	Independent study	---
2	Independent study	---
3	Independent study	---
4	750	150
5	850	170
6	950	190
7	1,100	210
8 or more	1,150	230

Effective September 1, 1986

NUMBER OF STUDENTS	BASE SALARY PER COURSE SECTION	SALARY PER WEEKLY HOUR OF LAB OR RECITATION
1	Independent study	---
2	Independent study	---
3	Independent study	---
4	800	155
5	900	175
6	1,000	195
7	1,100	215
8 or more	1,200	235

In addition, part-time faculty shall receive service increments as specified in Section 17.5 below.

17.5 Service Increment

Part-time faculty who are members of the bargaining unit who have completed two full semesters of teaching at Bloomfield College shall receive the following cumulative service increments upon subsequent appointment:

a. $50.00 per course section taught during the third and fourth semesters of service;

b. $50.00 per course section taught during the fifth and sixth semesters of service, i.e., a total service increment of $100 for each course section taught;

c. $50.00 per course section taught during the seventh and succeeding semesters of service, i.e., a total service increment of $150 for each course section taught.

17.6 Clinical Instruction

Part-time faculty in clinical nursing shall be paid at the rate of $18.50 per hour for such teaching hours within the clinical setting as are specified for any particular course in the nursing curriculum. Effective September 1, 1986, part-time faculty in clinical nursing shall be paid at the rate of $20 per clock hour.

17.7 Independent Studies

A part-time faculty member who is a member of the bargaining unit shall receive a stipend of $160 for each independent study student supervised.

17.8 Payment

Salaries of part-time faculty shall be paid in four equal installments on the last day of the month (or the last business day prior thereto). The service increment will be paid with the second pay check of the semester. Notwithstanding the foregoing, the last payment shall be made after the end of the semester and only at such time as the faculty member has completed the semester's obligations including the submission of grades on the standard report form issued by the College.

17.9 Tuition Waiver

Dependents of part-time faculty who are members of the bargaining unit may enroll on a tuition-free basis as students in the College for one course each semester.

17.10 Other Benefits

Part-time faculty are eligible for only such fringe benefits as are specifically enumerated herein. Part-time faculty are covered by Unemployment/Disability Insurance as described in Section 12.6 and by Travel and Accident Insurance as described in Section 12.5.

ARTICLE 18 - EXTRA COMPENSATION POLICY

18.1 Notice

The Dean of the College shall circulate notice of all openings which offer an opportunity for full-time faculty to earn extra compensation over and above base salary. This notice shall include a brief description of the responsibilities to be assumed, the selection procedure to be followed, and the compensation to be paid.

18.2 Notification to Chapter

The President of the Chapter shall be sent a copy of the notice as early as possible and, in any case, no later than the date it is circulated.

18.3 Chapter Objection

If the Chapter has an objection, the President of the Chapter shall inform the Dean of the College of that fact within ten days from the date of notification. In a situation which requires immediate action, the Dean may request an earlier response, but under no circumstances shall the time allowed be less than two days (48 hours).

18.4 Negotiation

If the Chapter registers an objection on the basis of alleged inequity, the matter shall become the subject of good faith negotiation between the parties to this Agreement.

18.5 List to Chapter

Upon request of the Chapter, the Dean of the College shall send to the President of the Chapter a complete list of all unit members currently receiving extra compensation, together with a statement of the services being performed and the amount and source of the compensation being paid.

ARTICLE 19 - RETIREMENT

19.1 Mandatory Retirement

Faculty members shall be required to retire from full-time service at the end of the academic year in which the faculty member reaches his or her seventieth birthday.

19.2 Early Retirement

A faculty member may choose early retirement at the end of the academic year in which the faculty member reaches the sixtieth birthday or at the end of any subsequent academic year prior to the mandatory retirement age. Under normal circumstances, a faculty member who plans on early retirement shall notify the Dean of the College of that intention in writing at least six months prior to the expected date of retirement.

19.3 Pension Payment

In the case of a faculty member who has completed ten years of full-time employment at Bloomfield College and who seeks early retirement after attaining age 60 and prior to age 65, the individual and the College may agree that the College will pay into

the TIAA/CREF retirement plan an amount equal to ten percent of the last annual base salary times the number of years remaining until the mandatory retirement age. Failing agreement on such payment, the individual may withdraw the retirement request and may continue to teach at the College until mandatory retirement.

A faculty member who has completed ten years of full-time employment at Bloomfield College shall have the right to retire at the end of the fiscal year in which the faculty member reaches the 65th birthday or at the end of any subsequent fiscal year prior to mandatory retirement, and subject to the individual's providing written confirmation of this intention by February 1 of the calendar year preceding the year in which retirement will occur, the College will pay into the TIAA/CREF retirement plan a sum equal to 10 percent of the last annual base salary times the number of years remaining until age 70.

19.4 Reappointment

On recommendation of the discipline faculty and with the approval of the Dean of the College, a retired faculty member may be offered reappointment to teach in a full-time or part-time position on a semester by semester basis.

19.5 Emeritus Rank

A faculty member who retires from Bloomfield College after at least seven years of full-time service at the institution shall be eligible for emeritus status at the rank held at the time of retirement. Review for emeritus status shall be conducted in accordance with the Faculty Personnel Procedure.

19.6 Major Medical Insurance

TIAA/CREF currently provides group medical insurance for retired full-time faculty members who have attained age 60; have completed at least 5 years of service with the College; and who were insured by the TIAA/CREF major medical program immediately prior to retirement and their eligible dependents during the life of the faculty member. The College shall pay the full cost of TIAA group major medical insurance with a maximum of $1,000,000 coverage for all full-time members of the bargaining unit and their eligible dependents. This insurance shall carry a cash deductible not to exceed $200 for faculty members who are covered by a base plan providing both hospital and surgical benefits, $400 for those who are covered by a base plan providing either surgical or hospital benefits only, and $800 for those who do not have base plan coverage. A coinsurance rate of 80% group and 20% employee shall apply to the first $10,000, with a stop-loss clause on any expenditure over $10,000. Coverages under the TIAA/CREF policy are in accordance with that policy which provides for certain changes upon attaining age 65.

The College reserves the right to change carriers, coverages, and deductibles, provided that the changed insurance is at least equal to the present insurance.

The College shall continue to pay the premium for TIAA/CREF coverage for retired faculty member coverage.

19.7 Hospitalization

The College will permit retired full-time faculty members who have attained age 60; have completed at least 5 years of service with the College; and who were insured under the College's Blue Cross/Blue Shield Group Contract prior to retirement to retain coverage under that plan until the end of the month in which the retired faculty member attains age 65. The College shall continue to pay its portion of the premium in accordance with the Agreement in effect at the time of retirement. The College reserves the right to change carriers, coverages, and deductibles, provided that the changed insurance is at least equal to the present insurance.

ARTICLE 20 - ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties, and both parties represent and agree that there are no representations, warranties, covenants, conditions, provisions, or undertakings other than those expressly set forth herein or in side letters of agreement attached hereto and made a part hereof. Both parties, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 16th day of August, 1985, effective July 1, 1985.

FOR THE COLLEGE	FOR THE CHAPTER
Mark B. Ashbourne	Clarissa R. Dalley
Gary J. Lafrance	Edward F. Robinson

SIDE LETTER OF AGREEMENT

The College and Chapter agree that the Faculty Personnel Procedure attached hereto will remain in effect until June 30, 1987 unless the College and Chapter mutually agree to amend those procedures prior to that date.

The Faculty Personnel Procedure and the provisions of the Collective Bargaining Agreement between the parties set forth the procedures and criteria for personnel decisions regarding faculty members within the bargaining unit, and both documents shall be considered in any arbitration regarding their subject matter.

For the College	For the Chapter
Mark L. Albertson	Clarence L. Fuller
Gary J. Hoffmann	Edward F. Robinson

Dated: June 30, 1985

BLOOMFIELD COLLEGE FACULTY PERSONNEL PROCEDURE

INTRODUCTION

The following statement on Faculty Personnel Procedure has been formulated with the advice and consent of the Board of Trustees and the Faculty. This document, together with the relevant sections of the current collective bargaining agreement, sets forth the criteria to be used and the procedures to be followed in making faculty personnel decisions. It constitutes an authoritative guide to the faculty and to the President and other administrative officers of the College.

I. FACULTY STATUS

1. Peer Review

The College recognizes the importance of peer review in the determination of faculty status, including appointment, reappointment, tenure, promotion, and the grant of sabbatical and study leaves of absence.

2. Initial Appointments

Faculty members in the appropriate academic discipline(s) shall participate in the screening process for new appointments to the faculty and shall make recommendations regarding new appointments to the Dean of the College.

3. Tenure Committee

The Committee on Tenure and Faculty Advancement (hereinafter called the "Tenure Committee"), elected by and from the voting members of the Faculty, shall make recommendations with respect to reappointment, non-reappointment, promotion, and the granting of tenure. The Committee shall follow the procedures outlined herein.

4. Evaluation Criteria

The Tenure Committee and the Dean of the College shall base their recommendations upon an overall judgment of the faculty member's value and total contribution to Bloomfield College. As a minimum, a favorable recommendation shall be based upon a satisfactory evaluation in each of the criteria set forth in sections 4.2 and 4.3 of the Collective Bargaining Agreement between the College and the Bloomfield College Chapter of the A.A.U.P.

5. Information

Faculty members shall be advised by the Dean of the College of the time when their evaluation by the Tenure Committee and the Dean will begin. The individual shall submit a personal progress report and all other material which he/she believes is relevant to

the evaluation. The Tenure Committee shall also solicit peer evaluation and observation reports. The Dean of the College shall provide the Tenure Committee with access to the individual's personnel file, which shall be closed on the first day of the evaluation period. The Dean of the College shall also provide the Committee with student evaluations of teaching which become available before the close of the evaluation process. No information shall be used in the evaluation process which has not been presented to the Tenure Committee for consideration.

The Dean of the College shall release the personnel file of faculty members under consideration to the Chairperson of the Tenure Committee who shall sign for the file. The file may not be taken off campus and must be returned to the Dean's office by close of business that day or at such other time as is mutually agreed.

6. Consultation and Recommendation

The Tenure Committee shall review the material in its possession and formulate a preliminary recommendation. It shall then meet with the Dean of the College who shall advise the Tenure Committee of his/her preliminary recommendation. Where their preliminary recommendations differ, the Tenure Committee and the Dean shall attempt to reconcile their differences. Following the consultation between the Tenure Committee and the Dean of the College, the Tenure Committee shall vote by secret ballot and prepare its recommendations. It shall then forward its recommendations, with reasons, to the President with copies to the Dean of the College and affected faculty member. Independently, the Dean of the College shall forward his/her recommendations, with reasons, to the President and send copies at the same time to the Tenure Committee and the affected faculty member.

7. President

The President shall review and consider the recommendations and reasons therefore from both the Tenure Committee and the Dean of the College. The President shall then make the personnel decision and notify the affected faculty member, the Tenure Committee, and the Dean of the College of the decisions and reasons therefore. Upon request, the President will meet with the affected faculty member and a Chapter representative to discuss the reasons.

8. Time Limits

In order to meet the notification dates contained in the Collective Bargaining Agreement, the Tenure Committee and the Dean of the College must conclude their evaluations and render their recommendation as follows:

a. Not later than February 1 of the first academic year of service if the appointment expires at the

end of that year; or, if a one-year appointment terminates during an academic year, at least four months in advance of its termination.

b. Not later than November 15 of the second academic year of service if the appointment expires at the end of that year; or, if the appointment terminates during an academic year, at least seven months in advance of its termination.

c. At least thirteen months before the expiration of an appointment after two or more years of service at the institution.

9. Part Time Faculty

Part-time faculty (lecturers) who are members of the bargaining unit shall be eligible for reappointment by the President of the College on recommendation of the Dean, with the concurrence of the appropriate associate dean and appropriate division coordinator, and after favorable evaluation by a majority of the full-time faculty in the discipline. This evaluation shall be based on the criteria listed in sections 4.2 and 4.3 of the Agreement, with primary emphasis being placed upon effectiveness in classroom teaching.

II. DISMISSAL FOR CAUSE

1. Termination

Termination of an appointment with continuous tenure, or of a special or probationary appointment before the end of the specified term, may be effected only for adequate cause. Such a termination is hereinafter referred to as a dismissal. Adequate cause for dismissal must be related, directly and substantially, to the fitness of the faculty member in his professional performance and capacity. Dismissal shall not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

2. Charges

Dismissal of a faculty member with continuous tenure, or with a probationary appointment before the end of the specified term, shall be preceded by: (1) discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement; and, if these discussions prove inconclusive, (2) a written statement of charges, framed with reasonable particularity by the President. Upon receipt of the formal charges, the affected faculty member shall be afforded the opportunity to respond orally or in writing and to engage in further discussions with the administration looking toward a mutual settlement, which may include a sanction less than termination.

3. Choice of Remedy

A faculty member who has been notified of dismissal by the President may choose to resign or to appeal either through the arbitration procedure of the collective bargaining agreement or through the following procedure but not through both. The choice of this procedure or arbitration, once made, is irrevocable.

4. Appeal Procedure

a. Notice of Appeal

Within thirty (30) days of receipt of the President's written notification of dismissal, with reasons, the faculty member who chooses to appeal through the Faculty Personnel Procedure shall file his/her appeal. Failure to file a notice of appeal within thirty (30) days bars the appeal.

b. Procedure

The appeal shall be dealt with by the Faculty Welfare Committee and the Board of Trustees in accordance with the procedures described below.

c. Prehearing

The Welfare Committee shall promptly begin preparation for the hearings. The Committee may, with appropriate notice to the parties concerned, hold joint meetings with the parties in order to (1) simplify the issues, (2) effect stipulations of facts, (3) provide for the exchange of documentary or other information, and (4) achieve such other appropriate prehearing objectives as will make the hearing fair, effective and expeditious.

d. Notice of Hearing

The Welfare Committee shall serve notice of hearing, with specific charges in writing, at least twenty days prior to the hearing. The affected faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges or asserts that the charges do not support a finding of adequate cause, the Welfare Committee may, at its discretion, determine whether a formal hearing shall be held. In either case, the Welfare Committee shall evaluate all available evidence and rest its recommendation upon the evidence in the record.

e. Time Limits

The hearing shall be opened within thirty days after notification of hearing and shall be completed within fifteen days after the commencement of hearing.

f. Hearing Procedures

The proceedings of the Welfare Committee shall be governed by the following rules:

i. The Welfare Committee, in consultation with the President and the faculty member, shall exercise its judgment as to whether the hearing should be public or private.

ii. During the proceedings, the faculty member shall be permitted to have an academic advisor and/or counsel of his own choice. The administration shall be permitted to have a representative and/or counsel of its own choice.

iii. A representative of the Chapter shall be permitted to attend the proceedings as an observer only.

iv. A verbatim record of the hearing or hearings shall be taken. The College shall pay for the record.

v. The burden of proof that adequate cause exists rests with the institution and shall be satisfied only by clear and convincing evidence in the record considered as a whole.

vi. The Committee shall grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

vii. The faculty member and the administration shall be afforded an opportunity to obtain necessary witnesses and documentary or other evidence; both parties shall cooperate with the Committee in securing witnesses and making this evidence available.

viii. The faculty member and the administration shall have the right to confront and cross-examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee shall identify the witnesses, disclose their statements, and, if possible, provide for interrogatories.

ix. In a hearing on charges of incompetence, the testimony shall include that of qualified faculty members from this or other institutions of higher education.

x. The Committee shall not be bound by strict rules of legal evidence, and may admit any evidence which is

of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.

xi. The findings of fact and the decision shall be based solely on the hearing record.

5. Decision

The Welfare Committee shall notify the President and the faculty member of its decision in writing within seven days after the conclusion of the hearing. The Committee shall state its findings of fact, its decision and the reasons therefore as to whether the faculty member be dismissed or not be dismissed.

6. Review

Either the President or the faculty member may seek review of the Welfare Committee decision by requesting review to the Chairperson of the Board of Trustees by certified mail within ten (10) days of receipt of the Welfare Committee decision. Failure to request review within ten (10) days bars further review.

If review is requested, the Executive Committee of the Board of Trustees shall appoint a special committee of the Board, consisting of three (3) Board members, to review the case. No member of the Board who has had any contact with any member of the Administration or any agent of the College, or with the affected faculty member or any of his/her agents, concerning the dismissal or the decision to commence dismissal proceedings shall serve on the Special Committee. The Special Committee shall, within thirty (30) days of the review request, review the transcript and written argument from both parties. Within ten (10) days of the completion of its review, the Special Committee shall render a decision as to whether or not the decision of the Welfare Committee is sustained. The decision of the Special Committee is final and binding on all parties.

III. SABBATICAL AND STUDY LEAVES

1. Peer Review

The Committee on Tenure and Faculty Advancement (hereinafter called the "Tenure Committee"), elected by and from the voting members of the Faculty, shall make recommendations with respect to the granting of sabbatical and study leaves of absence. The Committee shall follow the procedures outlined herein.

2. Review and Recommendation

Following the filing of sabbatical and study leaves of absence applications with the Dean of the College, the Dean shall forward all applications of those eligible to receive such leaves to the Tenure Committee by February 15. The Tenure Committee

shall review and evaluate the applications on the basis of the purpose for such leaves set forth in Section 9.1 of the Collective Bargaining Agreement, taking into consideration the staffing needs of the College and the benefit of the leave to the College and to the profession, and shall formulate recommendations consistent with the budgeted availability of such leaves. Where the Tenure Committee evaluates two or more applications as being of substantially equal merit, it shall recommend the applicants in order of their seniority. The Tenure Committee shall forward its recommendations with reasons to the President no later than March 15.

3. President

The President shall review and consider the recommendations and reasons therefore from the Tenure Committee. The President will generally follow the recommendation of the Tenure Committee unless that recommendation is demonstrably not based upon the criteria above. On or before April 1, the President will notify the affected faculty member and the Tenure Committee of his decision and reasons therefore. Upon request, the President will meet with the affected faculty member and the Chapter representative to discuss the reasons for his decision.

IV. EMERITUS RANK

A faculty member who retires from Bloomfield College after at least seven years of full-time service at the institution shall be eligible for emeritus status at the rank held at the time of retirement. Each year prior to April 1, the Dean of the College shall present to the Tenure Committee the names of those faculty members planning to retire at the end of the academic year. The Tenure Committee shall make its recommendations to the Faculty for action at its regular May meeting, and, if the action of the Faculty is favorable, that recommendation will be forwarded through the President to the Board of Trustees for action at its June meeting.